

(b) Station Files. All files (including, without limitation, the Local Public Files, maintained pursuant to Commission regulation), records, books of account and logs relating to Station, except for corporate records of original entry;

(c) FCC Authorizations. All licenses, permits and other authorizations issued by the Commission for the operation of Station and any station's auxiliaries thereto;

(d) Trademarks. Any right, title and interest which Seller may have in and to the use of call letters WLVC and WSJR, as well as any servicemarks or slogans used by Seller or acquired prior to Closing in connection with operation of Station;

(e) Other Station Assets. All other assets, real, personal or mixed, tangible or intangible, of Seller and all such assets acquired prior to Closing, which are or shall be used or useful in the operation of Station.

(f) Real Property. All real property owned by Seller and used or useful in the operation of the Stations which is identified, together with a legal description thereof in Exhibit A.

1.2 Assets Not Sold. It is understood and agreed that the following assets are not being sold to Buyer and shall remain the property of Seller: cash on hand and in banks; accounts receivables; and notes receivables.

2. Purchase Price. The purchase price for the assets and rights being acquired under this Agreement is the sum of Sixty-two thousand five hundred and 00/1000 Dollars (\$62,500.00).

The purchase price shall be payable in accordance with the following schedule:

2.1 Initial Payment. Two Thousand and 00/100 Dollars has been paid to the Seller pursuant to the October 16, 1989 Memorandum Of Agreement as consideration for the Seller's initial Offer.

2.2 Closing Money. At Closing (as hereinafter defined) Buyer shall deliver to Seller a certified or cashiers check or bank draft in the sum of Thirty-nine Thousand Two Hundred fifty and 00/100 Dollars (\$39,250.00).

2.3 Terms and Security on Balance. The balance of the purchase price, a total of Twenty-one Thousand Two Hundred Fifty and 00/100 Dollars (\$21,250.00) shall be paid by the Buyer to Seller as follows: Sixty (60) equal installments including principal and interest at the rate of one (1.0) point over the prime interest rate for Boston, Massachusetts banks on the day of closing. The first installment shall be due on the Sixty-first (61st) day after closing and thereafter shall be paid monthly from that day of the month for an addition Fifty-nine (59) months. All principal remaining unpaid shall become due and payable forthwith upon any material sale or transfer of the property subject to this Agreement and/or the licenses or other basic authorizations required for the operation of the Stations. The sums financed by the Seller pursuant to this subparagraph 2.3 shall be secondary and subordinant to all bank or similar debt financing used by the Buyer to raise the funds paid Seller pursuant to subparagraph 2.2 of this Agreement, equipment upgrade and/or additional operating expenses as outlined in the Buyers

Business Plan, which has been provided to the Seller.

2.4 Adjustment. Expenses attributable to the operation of the business of the Stations up to 11:59 p.m. of the date of Closing shall be for the account of the Seller and thereafter for the account of Buyer. Such expenses as power and utilities charges, real estate and personal property taxes, license or franchise fees, copyright royalty fees and rents applicable to the business or assets of the Stations shall be prorated between the Buyer and Seller, the pro-ration to be made and paid, insofar as feasible on the Closing Date, with final settlement ninety (90) days after the Closing Date. In the event of disagreement between the parties as to any amount or amounts due under this paragraph 2.3, such amount or amounts will be determined by Benjamin Perez, Esq., and whose fees and expenses therefore will be shared equally by the parties.

3. Station Control Pending Closing. Pending the Closing, Seller shall maintain control of Station operations, retaining all profits and paying all expense, and filing with the Commission all applications, reports and other documents required to be filed by it in connection with its operation of the Stations. Until after the Closing, Buyer, its officers, directors, partners and agents shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct the operations of Station. However, Buyer and its agents shall have the right to visit and inspect Station's premises, facilities and equipment at reasonable business hours. In addition, pending Closing, Seller shall make its books and

records available for inspection and examination by Buyer's representative during regular business hours, and will furnish Buyer such information concerning Seller's affairs as Buyer reasonably may request.

4. Commission Consent.

4.1 Condition Precedent. The Closing of the transactions provided for in this Agreement shall be subject to the prior written consent of the Federal Communications Commission ("Commission") to the assignment of the broadcast authorizations of the Stations to Buyer without any condition adverse to Buyer, and that such consent shall become a "final" order. As used herein, "final" means that any consent issued by the Commission shall no longer be subject to challenge, or reconsideration on any agency level, or to court appeal, of if the consent has been challenged, reconsidered or appealed, such consent shall have been confirmed or upheld, and the time for seeking further agency or judicial review shall have expired.

4.2 FCC Application. Each of the parties shall use its best efforts and shall cooperate with the other in seeking the Commission's consent to the transaction contemplated herein. Seller agrees to publish the notice required by the Commission's rules relative to the filing of an application for consent to assign the licenses of the Stations, to file the appropriate affidavits with respect thereto, and to file timely a copy of the Agreement with the Commission, within the time required therefor. In addition, pending Closing, Seller will comply with any other requirements which the Commission may impose on a licensee relating to assignment of its broadcast authorization.

4.3 Application Fees. Any filing, grant and other fees which may be levied by the Commission in connection with this transaction shall be paid by Buyer.

5. Seller's Representations and Warranties. Seller represents and warrants as follows:

5.1 Good Standing and Corporate Action. Seller has been duly incorporated and now is in good standing as a corporation under the laws of the State of Maine and is duly qualified to conduct business in the State of Maine. Seller has full corporate power and authority to operate Station as it heretofore has been operated and to effectuate this Agreement. Seller has taken all action required by its Articles of Incorporation, its By-Laws, the laws of Maine and otherwise to authorize execution, delivery and performance of this Agreement, and at Closing will deliver to Buyer appropriate certificates of resolutions by its Board of Directors and Stockholders consenting to this Agreement. This Agreement is binding upon Seller in accordance with its terms, and its execution, delivery and performance will not result in any default under or be in conflict with, the terms of any law, or order or any charter, by-laws, agreement, mortgage, lien, release or other instrument to which Seller is a party or its property is bound or subject.

5.2 Title to Assets Being Sold. Seller is the owner of and has full and exclusive legal, equitable and marketable title to and right to immediate possession of all the Assets and shall have the same title and right to all real and tangible personal property acquired by Seller prior to Closing. None of such

property to be assigned to Buyer is subject to any mortgage, conditional sale, lease, agreement, security interest, lien, hypthecation, pledge, encumbrance, easement, restriction, liability, charge, claim or imperfection of title whatsoever, and Seller's title to all such property is warranted against the claims of any and all persons.

5.3 Condition of Assets. All structures and installations on real property used by Seller and all of its tangible personal property are now and at the Closing will be maintained in the same operating condition and repair as presented during the October 25 and 26, 1989 inspection by Mr. Tom Laffan; are free of hidden defects; and are constructed maintained and used in conformity with all applicable building, zoning and other laws, ordinances, orders and regulations; violate no agreement with or rights of third persons, do not encroach upon the premises of any third person; and meet all Commission requirements, Commission licenses, and standards of good engineering practice in the broadcasting industry. To the best of Seller's knowledge, it holds all necessary occupancy and other certificates and permits for its use and occupancey of said structures and the machinery and equipment used therein or on real property used by it, and no such additional certificates and permits shall be required for the continuation of such use and occupancy by Buyer after the Closing. All notices of violations of law, ordinances, orders or regulations noted or issued by any government or agency thereof having jurisdiction of any of the property used in Seller's buisness have been complied with by Seller.

5.4 Licenses. Seller holds valid and sufficient authorizations issued by Commission as are necessary to operate the business of the Stations as such business has been carried on, including without limitation, regular three-year unconditional licenses. Such licenses accurately describe the facilities, including without limitation, the location thereof, used in the operation of the Stations.

5.5 Freedom From Litigation. As of the date hereof, and pending Closing, no third party has claimed or will claim that Seller has agreed to sell the assets of the Stations to it. If any such claim is made, Seller agrees to indemnify and hold Buyer harmless of and free from any loss or damage by reason of such claim or resultant litigation. Seller is not a party to, involved in or threatened with any action, suit, arbitration proceeding, or controversy involving its Stations, ("litigation") and there is no basis for such litigation known to Seller. Seller has not made any assignment for the benefit of creditors or admitted its insolvency or that its property is insufficient to pay its debts.

5.6 Other Agreements. All agreements, arrangements, commitments and understandings, written and oral, express and implied to which Seller is a party or by which it may be bound or obligated in any way are accurately listed in Exhibit A hereto. True, accurate and complete copies of all written agreements have been delivered to Buyer and accurate summaries of oral agreements listed in Exhibit B have been delivered to Buyer. All of the agreements, arrangements commitments and understandings listed in

Exhibit B are to remain, both before and after the Closing, the exclusive responsibility of the Seller and are not assigned to the Buyer. Seller will use its best effort to procure termination of all such contract and will deliver proof of termination to Buyer prior to the Closing.

5.7 Financial Statements of Seller. The financial statements of Seller, including the financial reports to the FCC (Form 324) for the years 1987, 1988 and 1989, and the books and records and other financial information of Seller which have been shown to Buyer, are true and correct and have been prepared in accordance with generally accepted accounting principles and fairly present the current financial condition of Seller and fairly reflect the results of Seller's operations as at the date or throughout the periods indicated. Seller has had no material nonrecurring abnormal items of revenue or income during the period from December 31, 1987 to the date hereof. As of Closing, there will be no material, adverse change in the condition of Seller, financial or otherwise.

5.8 Call Letter. Seller has full and exclusive right to use of the call letter "WSJR" and "WLVC" under regulations of the Commission and the laws of the State of Maine.

5.9 Execution and Delivery. No consent or authorization other than the Commission is required on the part of Seller in connection with the execution and delivery of this Agreement.

5.10 Noncompete Warrantee. Seller acknowledges and agrees that the proprietary information it has acquired regarding the Stations will enable it to injure the Buyer if it should compete with the Stations. Therefore, Seller hereby agrees that, for a



period of five (5) years from the Closing, without the prior written consent of the Buyer, Seller or its stockholders or principals or members of their immediate family will not, directly or indirectly, engage in any business within one hundred (100) miles of either Station that provides radio broadcast or media services.

5.11 Outstanding Advertizing Contracts. Seller agrees to resolve all outstanding advertizing obligations, agreements and contracts for advertisements on the Stations scheduled beyond the Closing and to refund any advertizers for advanced payments for advertizements to be aired on the Stations if all of the scheduled advertizements are not aired prior to the Closing.

6.0 Misrepresentation. No representation or warranty by Seller in this Agreement, or exhibits thereto contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

6.1 Local Public File. Seller's Local Public Files, which will be transferred to Buyer at Closing.

6.2 No Material Change. Since October 26, 1989 the assets and business of Seller have not been materially adversely affected in any way as the result of fire, expolsion, storm, accident, strike, requisition or takeing of property by any governmental agency, flood, riot, act of God, or any other casualty, whether or not covered by insurance.

7.0 Buyer's Representations and Warranties. Buyer represents and warrants:

7.1 Buyer is a partnership duly organized, validly existing and in good standing under the laws of the state of Vermont, and at the Closing will be qualified to do business and will be in good standing under the laws of the State of Vermont.

7.2 Buyer has all necessary corporate power to execute and deliver this Agreement and to consummate the transactions provided for herein.

7.3 Neither Buyer nor any of its officers knows of any facts which will disqualify it from becoming the licensee of the Station.

8. Indemnification. Seller agrees to indemnify Buyer from any liability, loss, damage or expense arising out of, and shall hold Buyer harmless against and in respect of: All liabilities and obligations of, or claims against, Seller; and Any liability, loss, damage or deficiency resulting from or arising out of any misrepresentation, breach of warranty, or non-fulfillment of any agreement on the part of Seller under this Agreement.

9. Closing.

9.1 Definition. As used herein, the term "Closing" means the transaction under which the Seller's assets are assigned and transferred to Buyer and Buyer pays therefor, as provided in Paragraph 2 above, after the written consent by the Commission to the assignment of Station's license herein contemplated shall be granted.

9.2 Time and Place of Closing. Closing shall occur as soon as practicable following the date Commission consent to

assignment of licenses of the Stations have been granted. The Closing is hereby scheduled at the offices of Melvoc, Inc. at 11:00 a.m. on the second work day following telephone notification to the Seller of Commission approval of the transfer of the licenses, but as of 11:59 p.m. on the date of the Closing. The date, time or place of Closing may be changed by mutual agreement of Buyer and Seller.

10. Broker. Seller represents that it shall be responsible for any brokerage fees or similar commissions to New England Media, Inc. or any other broker employed in connection with this matter.

11. Termination. If the assignment of the Stations licenses contemplated herein is not authorized by Commission action within three (3) months following the date of this Agreement or if Buyer is unable to obtain sufficient debt financing to implement the technical improvements specified in its business plan for the stations, a copy of which has been provided to the Seller, this Agreement may be terminated on twenty (20) days written notice by either party, provided that if Seller elects to terminate this Agreement pursuant to the terms of this paragraph Seller shall refund Buyer all Earnest Money paid pursuant to this Agreement.

12. Remedies. It is agreed that monetary damages will not be sufficient to compensate Buyer or Seller fully for any breach by the other of its obligation hereunder, and that Buyer or Seller is and shall be entitled to specific performance or injunctive relief in the event of any such breach or prospective

breach by the other party hereto, in addition to such monetary damages and/or other relief as may be appropriate in the circumstances.

13. Risk of Loss. The risk of loss or damage to any of the assets to be transferred hereunder shall be upon Seller at all times prior to Closing.

14. Survival of Warranties. All warranties and representations shall survive the date of Closing and delivery of assets.

15. Expenses. All expenses involved in the preparation, authorization and consummation of this Agreement, shall be borne solely by the party who shall have incurred the same and the other party shall have no liability in respect thereof.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; but until the entire purchase price listed in paragraph 2 hereof has been paid, neither Buyer nor Seller may assign its interest herein without the other party's prior written consent.

17. Insurance Premiums. Buyer may at its option take over at the Closing any of the insurance issued to Seller with respect to the assets or business of Seller, and Seller agrees at Buyer's request to assign any such insurance to Buyer, provided, however, that the premiums shall be prorated as between Buyer and Seller as of the Closing.

18. Notices. Any notice or communications to Buyer shall be sent registered mail to:

Thomas B. Beardsly, General Partner  
Lamoille Broadcasting and Communications General Partnership  
Route 1, Box 1350  
Waterbury, VT 05676

with copies to:

Benjamin Perez, Esq.  
Abacus Communications Commission  
1801 Columbia Road, N.W., Suite 101  
Washington, D.C. 20009-2001

Any notices or communications to Seller shall be sent by register mail to:

Micheal Currier  
Village Squire  
59 W. Main Street  
Fort Kent, Maine 047493 mpc

19. Entire Agreement. This constitutes the entire Agreement between the parties and supercedes any prior agreements or understandings. The Agreement shall be construed under Maine law. This Agreement shall not be modified except in writing duly signed by both the Seller and Buyer.

20. Captions For Convenience Only. Captions and headings used for the paragraphs and subparagraphs herein are for convenience only and are not be read as part of the Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, these presents have been signed, sealed and delivered by the parties, above-named, by their respective officers thereunto duly authorized, the day and year first above written.

ATTEST:

MELVOC, INC.

Michael Currier

By: Michael Currier  
Michael Currier, President  
ae  
SELLER mpc

ATTEST:

LAMOILLE BROADCASTING AND  
COMMUNICATIONS GENERAL PARTNERSHIP

John P. Beardsley

By: Thomas Beardsley  
Thomas Beardsley, General Partner  
BUYER

(E: PURCAGREE.BAR)

**ABACUS COMMUNICATIONS COMPANY**

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

(202)462-3680

**ORIGINAL**

NNN 96-190

November 22, 1989

Thomas N. Abers, Chief  
AM Branch/ASD/MMB  
Federal Communications Commission  
Washington, D.C. 20554

RE: Transfer of Control  
WSJR (AM), Madawaska, ME and  
WLVC (AM), Fort Kent, ME  
MELVOC, Inc., Transferor

891122

FCC  
FEE SECTION

Dear Mr. Abers:

Attached are applications for Transfer of Control, FCC form 315, requesting transfer of the licenses for the above referenced AM stations. Transferor MELVOC, Inc. is selling the entirety of its interest in both of these two stations to a proposed new owner, namely Lamoille Broadcasting and Communications General Partnership (LBC). For the purpose of the two simultaneously filed FCC forms 315, LBC responded to Section 2, question 5(c) with the answer "No" despite its application for two stations at this time since it had consummated a transfer of ownership in neither licence as of when it completed the FCC forms 315. LBC has no other cognizable ownership interests at this time.

The proposed licence transfers raise an urgent issue with which we would like your assistance. WSJR and WLVC are located in extremely rural areas of northern Maine. Each station is the only broadcast facility serving its respective community. Both stations are currently dark. The transferee, LBC intends to promptly activate both stations as soon as it receives Commission authorization to do so. These stations serve an extremely important public service to their community during the winter months. They are relied upon by a majority of the local residence for information on road closing, school, municipal and similar organizational openings and closings and other weather related warnings. These public service announcements are a major focus of the proposed format of the transferee. Because the winter weather season is already beginning in this area of the country, it is important that these stations be reactivated as quickly as possible.

The absence of any local broadcast service for the residence of Madawaska and Fort Kent, Maine is an emergency situation. The applicants request your assistance with the expeditious processing of their application and immediate notification when

an authorization is granted. Alternatively, Transferee requests permission, pursuant to 47 CFR Section 73.3542, Application for emergency authorization, to activate the instance facilities while the transfer applications are pending. Such emergency operation would be on a temporary basis, subject to termination immediately if the requests for transfer of control of the underlying licenses are denied. Both facility would be operated using their existing technical facilities without modification and in compliance with their existing licence parameters.


We will do everything you request to expedite a permanent or emergency authorization. Please contact the undersigned by telephone if you need supplemental information of any kind to complete processing of our application or to support our emergency request. ●

Thank you for your expedited consideration.

Very truly yours,

LAMOILLE BROADCASTING AND COMMUNI-  
CATIONS GENERAL PARTNERSHIP

BY:

  
Benjamin Perez, Its Attorney

(E:315LET.BAR)



Commission Use Only

File No. 891122 EI  
BAK-

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3060-0031  
Expires 6/30/89

**APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE**  
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

**Section I**

**GENERAL INFORMATION**

**Part I — Assignor**

1. Name of Assignor MELVOC, INC.

Street Address

City

P.O. Box

MADAWASKA

State

Zip Code

Telephone No.

(Include area code)

ME

04756

(207) 728-4000

2. Authorization which is proposed to be assigned

(a) Call letters

Location

WLVC AM

Fort Kent, Maine

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing? N/A

☐ YES ☐ NO

If yes, attach as Exhibit No. \_\_\_\_\_ the showing required by Section 73.3597. N/A

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned: N/A

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. N/A an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. 5 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

GENERAL INFORMATION

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

COMMISSION USE ONLY

File No.

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

**ORIGINAL**

Approved by OMB  
3060-0032  
Expires 6/30/89

**APPLICATION FOR CONSENT TO TRANSFER OF CONTROL OF CORPORATION HOLDING BROADCAST  
STATION CONSTRUCTION PERMIT OR LICENSE**

(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

**GENERAL INFORMATION****Section I****Part I — Transferor**

1. Name of Transferor MELVOC, INC.

DEC 5 1989

Audio Services Division

FEE NO:	05004691
FEE TYPE:	MKA
FEE AMT :	500.00
ID SEQ :	12

Street Address

City

P.O. BOX C

Madawaska

State

Zip Code

0 4 7 5 6

Telephone No.

(include area code) (207) 728-4000

ME

2. Authorization held by corporation whose control is to be transferred

a. Call Letters

Location

WLVC AM

Fort Kent, Maine

b. Has the station commenced its initial program tests within the past twelve months?

If yes, was the initial construction permit granted after comparative hearing? N/A

If yes, attach as Exhibit No. the showing required by Section 73.3597. N/A

PRINTED  
891122

FCC  
FEE SECTION YES ☒ NO  
☐ YES ☐ NO

3. Call letters of any Remote Pickup, STL, SCA, or other stations held by corporation whose control is to be transferred: N/A

4. Attach as Exhibit No. 1 a copy of the contract or agreement for transfer of control of the licensee. If there is only an oral agreement, reduce the terms to writing and attach.

5. Attach as Exhibit No. 2 a full narrative statement as to the means by which transferor has control over the licensee and the manner by which control over licensee is being transferred.

6. Stock holdings of transferor in licensee:

NAME OF TRANSFEROR	INTEREST HELD		LICENSEE'S TOTAL SHARES OUTSTANDING	
	BEFORE TRANSFER Shares %	AFTER TRANSFER Shares %	BEFORE TRANSFER	AFTER TRANSFER
MELVOC, INC.	100	0	100	0

## Part I

7. State in Exhibit No. 3 whether the transferor, or any partner, officer, director, members of the transferor's governing board, or any stockholder owning 10% or more of the transferor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or an application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection; (iii) call letters or file number of application, or docket number; (iv) location.

8. Since the filing of the transferor's last renewal application for the station affected by this transfer, or other major application, has an adverse finding been made, a consent decree been entered, or adverse litigation been approved by any court or administrative body with respect to transferor, or any partner, officer, director, member of the transferor's governing board or any stockholder owning 10% or more of transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

## Part II

## 1. Name of Licensee

MELVOC, INC.

Street Address

P . O . B O X C

City

M A D A W A S K A

State

M E

Zip Code

0 4 7 5 6

Telephone No.

(include area code)

(207) 728-4000

2. Is the information shown in licensee's Ownership Reports now on file with the Commission (FCC Form 323 or 323-E) true and correct as of this date?

YES

NO

☒☐

If the answer is No, attach as Exhibit No. N/A an Ownership Report supplying full and up-to-date information.

3. Will the licensee sell any stock or other security not set forth in Section I, Part I herein?

☐☒

If, Yes, explain in Exhibit No. N/A.

4. State in Exhibit No. 4 whether the licensee, or any officer, director, member of the licensee's governing board, or any stockholder owning 10% or more of the licensee's stock (other than as set forth in Question 7, Section I, Part I): (a) have any interest in or connection with an AM, FM or television broadcast station; or an application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application, or docket number; (iv) location.

5. Since the filing of the licensee's last renewal application for the station affected by this transfer, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the licensee, or any officer, director, member of the licensee's governing board, or any stockholder owning 10% or more of the licensee's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraints of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐☒

If Yes, attach as Exhibit No. N/A a full description, including identification of the court or administrative body, proceeding by the file number, the person and matters involved, and the disposition of litigation.

## GENERAL INFORMATION

## Part III

## 1. Name of Transferee

Lamoille Broadcasting and  
Communications General Partnership

Street Address

City

R F D B O X 7 0 6 0

W O R C E S T E R

State

Zip Code

Telephone No.

(include area code)

V T

0 5 6 8 2

(802) 223-3104

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the parties?

YES NO

☒ ☐

If No, explain in Exhibit No. N/A.

## Section II

## TRANSFeree'S LEGAL QUALIFICATIONS

## 1. Applicant is:

☐ an individual☒ a general partnership☐ a limited partnership☐ a corporation☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. N/A the nature of the applicant.

## CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments?

☒ ☐

- (b) Will any funds, credit, etc., for construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ ☒

If Yes, provide particulars as Exhibit No. N/A.

Section II (page 2)

TRANSFEREE'S LEGAL QUALIFICATIONS

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4 (a)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. N/A, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status, of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of transferee; (2) the information is identified fully by reference to the file number (if any); the FCC form number and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the transferee states, "No change since date of filing."

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the transferee. Additionally, Table I should be completed, where appropriate, for those partners, stockholders, officers and/or directors of the licensee who are not associated with the transferee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

**INSTRUCTIONS:** If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (c), state as to each general or limited partner (including silent partner): (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders or membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest, except that if such entity is a bank, insurance company or investment company (as defined by 16 U.S.C. Section 80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more.

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
Christopher G. Barbieri RFD 7060 Worcester, VT 05682	General Partner	N/A		50% P
Thomas B. Beardsley Rte. 1, Box 1350 Waterbury, VT 05676	General Partner	N/A		50% P



